



# **HURON COUNTY**



## **SHERIFF'S OFFICE**

**255 Shady Lane Drive Norwalk, Ohio 44857**

February 27, 2009

**SHERIFF  
DANE HOWARD**

**JAIL  
ADMINISTRATOR  
DAVE BATTLES**

**CHIEF FINANCIAL  
OFFICER  
TAMMY SCHAFFER**

**CRIMINAL DIVISION  
(419) 663-2828  
FAX (419) 663-2227**

**JAIL DIVISION  
(419) 668-1996  
FAX (419) 663-5341**

**CIVIL DIVISION  
(419) 668-6912  
FAX (419) 663-1380**

**Captain Gary Stone  
Lakewood Police Department  
12650 Detroit Avenue  
Lakewood, Ohio 44107**

**Re: Contract for Housing Inmates**

**Dear Captain Stone:**

Enclosed is a certified copy of the contract for housing inmates for you, along with the resolution of adoption from the Huron County Commissioners.

We are looking forward to working with you, and it was a pleasure meeting you and Dan in person. Your visit was greatly appreciated and most beneficial in establishing good relations between our agencies.

If there are any questions that may arise as time goes on, feel free to contact us at anytime.

Sincerely,

**Sheriff Dane A. Howard**

**Chief Deputy David H. Battles**

**Lt. Theresa A. Shean**

**Enc/**



Lakewood  
Sheriff  
file

February 26, 2009

09-064

## RESOLUTION

**IN THE MATTER OF AGREEMENT BY AND BETWEEN HURON COUNTY BOARD OF COMMISSIONERS (hereinafter referred to Huron County) AND THE CITY OF LAKEWOOD POLICE DEPARTMENT (hereinafter referred to Lakewood) FOR HOUSING PRISONERS**

Mike Adelman moved the adoption of the following resolution:

**WHEREAS**, Lakewood has inadequate facilities for confining and supporting all prisoners which Lakewood is required by law to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any state or local law or ordinance; and

**WHEREAS**, Huron County owns and operates a full-service jail and presently is in a position to enter into contractual arrangements for confining and support prisoners; and

**WHEREAS**, it is the desire of Huron County to enter into an agreement with Lakewood to house prisoners as recommended by the Huron County Sheriff; now therefore

**BE IT RESOLVED**, that Huron County approves of the agreement with Lakewood as approved by the Huron County Sheriff as attached hereto and incorporated herein; and further

**BE IT RESOLVED**, that the foregoing resolution was adopted and all actions and deliberations of the Board of Commissioners of the County of Huron, Ohio, relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Larry J. Silcox seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

### CERTIFICATION

I, Clerk to the Board of Huron County Commissioners do hereby certify that the above is a true and correct copy of the resolution passed on 2/26/09

and is recorded in the Commissioners Journal Volume 82 page       

CLERK

yes Mike Adelman  
Mike Adelman

yes Gary W. Bauer  
Gary W. Bauer

YES Larry J. Silcox  
Larry J. Silcox

### HOUSING PRISONERS AGREEMENT

This agreement made and entered into this 27<sup>th</sup> day of January, 2009, by and between the City of Lakewood, the Lakewood Police Department (hereinafter called Lakewood) and *County of Huron*, Ohio, by its Board of County Commissioners (hereinafter called Huron County).

WHEREAS, LAKEWOOD has inadequate facilities for confining and supporting all prisoners, which LAKEWOOD is required by law to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any state or local law or ordinance; and

WHEREAS, Huron County owns and operates a full-service jail and presently is in a position to enter into contractual arrangements for confining and support of prisoners.

NOW, therefore, be it mutually agreed between the parties:

1. Lakewood agrees to send to Huron County and Huron County agrees to accept from LAKEWOOD such prisoners as LAKEWOOD is unable to care for and provide custody, supervision, confinement and board for such LAKEWOOD prisoners. LAKEWOOD shall furnish all transportation for prisoners to and from the Huron County Jail and for any and all purposes except as otherwise provided herein. There will be a maximum of 20 bed spaces available, to include the housing of both male and female prisoners, which will be varied, according to the Huron County ADP (*average daily population*).
2. LAKEWOOD agrees to pay Huron County the sum of fifty-eight dollars (\$58.00) per day, per prisoner; as compensation for receiving, supervising and confining and boarding such prisoner. Should the actual costs of prisoner care exceed the sum of fifty-eight dollars (\$58.00) per day, Huron County shall notify LAKEWOOD in writing and the parties may mutually agree to increase said daily rate with proper evidence of need by Huron County.
3. For the purpose of determining compensation to be paid, any calendar day or part thereof, of confinement, shall constitute one day, except on the final day of incarceration stay. If the release time is prior to 12:00 Noon, there will be no charge for the release date.
4. LAKEWOOD further agrees to pay for a physician or any other medical costs incurred by any LAKEWOOD prisoner, including prescription costs.
5. LAKEWOOD further agrees to pay for any expenses incurred in rendering or securing other medical or surgical operations, for or to such prisoners.
6. Huron County agrees that where hospital services are required for such prisoners, such service will be provided at Fisher-Titus Medical Center, unless the emergency of the situation prevents such use and in addition, LAKEWOOD agrees to transport and supply security for all LAKEWOOD prisoners treated or hospitalized medically except in emergencies wherein Huron County shall transport.  
6-A: Inmates that require a short duration, routine procedure hospital service, will be transported and secured by Huron County. (x-ray's; minor lacerations,

Housing Prisoner Agreement  
Huron County / Lakewood P.D.  
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- etc.)
7. Huron County may reject or refuse to receive any prisoner who may be afflicted with any contagious, infectious or STD, or having received any prisoner so afflicted, without knowledge thereof upon discovery of such condition in any prisoner thereafter Huron County may refuse to keep such prisoner thereafter following notice to LAKEWOOD, and following such notice, LAKEWOOD agrees to transport back to LAKEWOOD such affected prisoner.
  8. LAKEWOOD prisoners will be held individually responsible for any and all property damage. The sanctions will vary according to the seriousness of the offense; and, may entail in-house disciplinary action, up to and including criminal charges.
  9. Huron County may reject or refuse any prisoner who may be inflicted with a prior medical problem such as a contagious disease, mental condition, illness or injury that has not been first treated prior to entry into the Huron County Jail. The Sheriff of Huron County shall have charge of the Jail, and he shall exercise his discretion whereas he may refuse to receive any prisoner for any reasons based upon current jail population, internal security conditions of the facilities or any other reasons.
  10. Huron County shall submit an invoice no later than the 15<sup>th</sup> (fifteenth) of every month for the proceeding month housing costs for such prisoners. LAKEWOOD agrees to pay such invoice within thirty (30) days of receipt of said invoice.
  11. This agreement shall be effective as of January 27, 2009.
  12. The term of this agreement shall be for six (6) months from the 27<sup>th</sup> day of January, 2009, and continuing until the 27<sup>th</sup> day of July, 2009, and shall be automatically renewed for one six (6) month period unless either party shall have given the other party written notice of its intent not to renew said Agreement thirty (30) days before the anniversary date hereof.


IN AGREEMENT HERETO: the parties hereto have set their hands this 21<sup>st</sup> day of February 2009.

COUNTY OF HURON

  
Sheriff Dane A. Howard

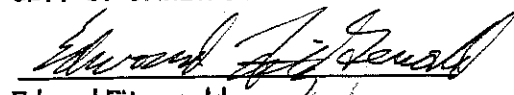
  
Gary W. Bauer

President, Board of Commissioners

  
Approved as to Form - Pros. Atty.  
Assistant Prosecutor

Rev021709tas

CITY OF LAKEWOOD

  
Edward Fitzgerald  
Mayor / Director of Public Safety

  
Timothy J. Malley, Chief of Police

  
Jennifer Mader, ASST  
Director of Law